

REMARKS

Claims 2, 3, 6-10, 12-18, 20, 22, 24-33, 35, 37-41, and 47-56 are pending, with claims 2, 16, 24, 31, and 39 being independent. Reconsideration and allowance of the above-referenced application are respectfully requested.

Claim Rejections under – 35 U.S.C. § 103

Claims 2-3, 6-8, 12-18, 20, 22, 24-27, 30-33, 35, 37-41, 47-53, and 56 stand rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over US Patent 6,694,434 to McGee et al. in view of US Patent 7,062,765 to Pitzel et al. Claims 16-18, 20, 22, 31-33, 35, and 37-38 stand rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over McGee. Claims 9, 10, 28, 29, 54, and 55 stand rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over McGee in view of Pitzel and further in view of US Patent Publications US 2002/0078081 to Bierbrauer et al. These rejections are respectfully addressed.

Independent claim 2 recites, “receiving a request from a client, at a server comprising a computer system including a hardware processor, to take an action with respect to a distributed electronic document retained locally at the client; identifying, at the server and in response to the request, information associated with the distributed electronic document, the associated information comprising user-dependent association information indicating a second electronic document different from the distributed electronic document; and imparting information concerning the second electronic document to force the action to be taken with respect to the second electronic document; wherein imparting the second document information comprises relating the second document information from the server to the client, the second electronic document indicated by the user-dependent association information being dependent on an

identified user at the client.”¹ Thus, the claim language makes clear that the user-dependent association information indicates the second electronic document is to be used in place of the distributed document, and that the second electronic document indicated by the user-dependent association information is dependent on an identified user at the client.

In stark contrast, the user specific privileges information in McGee controls whether or not a particular program is allowed to run,² but not which second document is provided at a client, as recited in the claims. The Office acknowledges that McGee is deficient and relies on Pitzel to cure this deficiency.³ The Office states:⁴

Applicant argues that McGee does not disclose the second electronic document (i.e. the new version or updated document) indicated by the user-dependent association information being dependent on an identified user at the client. However, Applicant's IDS 7,062,765 by Pitzel et al discloses the client profile contains client conditions which include the user identifier, and the user identifier may be used to determine each component or version to be downloaded to the client when an upgrade is requested (see column 8, line 64 through column 9, line 15 and column 9, lines 54-65; and column 10, lines 2-12).

However, Pitzel does not cure the deficiency of McGee. Pitzel does not draw a distinction between the client computer and the “user”, as done in the presently claimed subject matter. In fact, Pitzel explicitly states that, “The user identification field 320 contains a unique identifier that uniquely identifies the client computer 104.”⁵ The specific examples given by Pitzel also

¹ Emphasis added.

² See e.g., McGee at col. 6, lines 19-67.

³ See 11-13-2009 Office Action at pages 5-6.

⁴ See 11-13-2009 Office Action at page 2.

⁵ See Pitzel at col. 6, line 66, to col. 7, line 1.

make clear that the “user identification number” in Pitzel corresponds to the client “user” computer, not an identified user at the client computer.⁶

Since Pitzel does not cure the deficiency of McGee and independent claims 24 and 39 recite similar language as addressed above with respect to independent claim 2, the rejection of claims 2, 24, and 39 should be withdrawn for at least the above reasons. Moreover, since Bierbrauer fails to cure the deficiencies of McGee, each of claims 2, 24, and 39 should be in condition for allowance, and their dependent claims should be allowable for similar reasons and the additional recitations they contain.

For example, claims 8, 48, and 53 specify that the level of granularity is smaller than the distributed electronic document within the distributed document (e.g., controlling access to specific page(s), paragraph(s) and/or word(s) in the document).⁷ The cited portion of McGee⁸ describes limiting execution privileges based on time of day, device, user or resources to be accessed on a computer, but fails to teach or suggest access permissions at a level of granularity smaller than a distributed electronic document within the distributed document.

The Office notes that McGee discloses read/write controls on various file structures, pointing out that the calling application in McGee may be “constrained to specific privileges such as read/write controls on various file structures [.]”⁹ However, this is clearly referring to limits on the program’s ability to read and write to files in the file system of the computer, not to limits imposed by access permissions for portions of the program itself. In response to this point, the Office notes that, “McGee discloses constraints on the program itself because the program is

⁶ See Pitzel at col. 9, lines 12-22.

⁷ See e.g., Specification at ¶ [0074].

⁸ See McGee at col. 6, lines 12-14 & 56-67.

⁹ See 11-13-2009 Office Action at page 6.

not fully executable[.]”¹⁰ While this is true, it does not address the claim language since it does not address how the constraints on the program itself are considered to be “at a level of granularity smaller than the distributed electronic document within the distributed document.” McGee describes limiting when a program can be executed and limiting what the program can access when it is allowed to execute, but McGee does not describe specifying different sub-portions of the program that can be limited in different fashions. Thus, the claim language, “wherein the document-permissions information specifies access permissions at a level of granularity smaller than the distributed electronic document within the distributed document” cannot be considered as reading on McGee. Therefore, the rejection of claims 8, 48, and 53 should be withdrawn for at least this additional reason.

In addition, claims 9, 28, and 54 recite, “wherein the distributed electronic document is a stub document identified as outdated when originally sent for distribution.”¹¹ McGee fails to teach or suggest this subject matter. The Office asserts that McGee’s disclosure of “identifying document as having a new version being released and identifying a new version is available, which implies that the latest version is outdated that reads on the claimed limitation the distributed document identified as outdated (see column 12, lines 36-42)[.]”¹² However, this contention should be reconsidered since it fails to address the actual claim language.

The claims specify that the distributed electronic document is a stub document identified as outdated when originally sent for distribution. McGee does not teach or suggest this subject matter since the programs are fully functional, without any update version of the program being available, when they are originally distributed. Nothing McGee suggests otherwise, and the

¹⁰ See 11-13-2009 Office Action at page 2.

¹¹ See e.g., Specification at ¶ [0141].

¹² See 11-13-2009 Office Action at page 17.

Office's note that when a new version is released the old version is outdated fails to actually address this aspect of the claimed subject matter, which specifies that stub document is identified as outdated when originally sent for distribution. For at least this reason, the proposed combination of Bierbrauer with McGee and Pitzel is improper and does not render the claimed subject matter obvious.

Moreover, with respect to claims 10, 29, and 55, the cited portion of Pitzel provides no disclosure at all that can be considered to correspond to generating at least a portion of the second electronic document based on the identified user, as claimed, and the Office has provided no explanation for the rejection of these claims. For all of the above reasons, the rejection of claims 9, 10, 28, 29, 54, and 55 based on McGee and Pitzel, in view of Bierbrauer, should be withdrawn, and these claims should be in condition for allowance.

Independent claim 16 recites, "opening, at a client comprising a computer including a hardware processor, a locally retained distributed document; contacting a document control server identified from the distributed document; and forcing use, at the client, of a second document in place of the distributed document, with respect to at least one document action, based on information received from the document control server; wherein the second document comprises a later version of the distributed document, and forcing use comprises transparently closing the distributed document and opening the second document."¹³ The Office has taken Official Notice regarding this subject matter, and asserts that "closing of the application

¹³ Emphasis added.

automatically without the user performing the closing meets the recitation of transparently.”¹⁴

As noted in the last Response, closing of the application automatically without the user performing the closing is not sufficient to meet the claim language since “automatically” is not equivalent to “transparently” within the context of the claim. The Office addresses this point by stating:¹⁵

Examiner asserts that “transparently closing the document” may be interpreted broadly in the art to mean “not requiring the closing of the document to be performed explicitly by the user”.

However, under the Office’s own reasoning, “closing the document” may also be interpreted to mean “not requiring the closing of the document to be performed explicitly by the user.” Thus, since the Office’s claim construction renders the word “transparently” superfluous, this claim construction is inappropriate under applicable law.¹⁶

Similar reasoning applies to independent claim 31. Thus, the rejection of claims 16 and 31 should be withdrawn for at least the above reasons. Moreover, each of claims 16 and 31 should be in condition for allowance, and their dependent claims should be allowable for similar reasons and the additional recitations they contain.

For example, dependent claims 20 and 35 recite, “transparently overwriting the distributed document with the second document.” The cited portions of McGee¹⁷ say nothing about overwriting, as claimed, and upgrading to a new version of a program does not implicitly include transparently overwriting a distributed document as recited in these claims.

¹⁴ See 11-13-2009 Office Action at pages 3, 15, and 16.

¹⁵ See 11-13-2009 Office Action at page 3.

¹⁶ See *Pickholtz v. Rainbow Techs., Inc.*, 284 F.3d 1365, 1373 (Fed. Cir. 2002), citing *Elekta Instrument S.A. v. O.U.R. Scientific International, Inc.*, 214 F.3d 1302, 1307 (Fed. Cir. 2000).

¹⁷ See McGee at col. 2, lines 35-41, and col. 12, lines 45-63.

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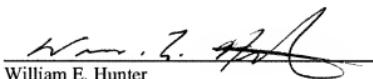
Conclusion

The foregoing comments made with respect to the positions taken by the Office are not to be construed as acquiescence with other positions of the Office that have not been explicitly contested. Accordingly, the above arguments for patentability of a claim should not be construed as implying that there are not other valid reasons for patentability of that claim or other claims.

A notice of allowance is respectfully requested. Please apply any necessary charges or credits to deposit account 06-1050.

Respectfully submitted,

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